6. (11)

Agreement

The Rector, Church
wardens & Vestrymen
of St Mark's Church
Philadelphia

with

John Hoffman

Memorandum of an agreement made on this twentieth day of April A. D. 1848, between the Rector, Church Wardens and Vestrymen of Saint Mark's church, Philadelphia, of the one part, and John Notman, of the City of Philadelphia, architect and builder of the other part.

John Notman, for the Considerations herein after mentioned doth covenant, promise and agree with the Rector, Church Wardens and Vestrymen of Saint Mark's church Philadelphia, that he shall within the space of two years next following the Execution of this Contract, in a good and workmanlike manner of the best materials and according to the best of his art and skill, well and substantially build, set up and finish a church edifice (with the tower thereof to its first floor above the walls of the Aisles) on the lot of ground, situated on the North side of Locust Street, between Schuylkill Sixth and Seventh Streets and purchased by the Rector, Church Wardens and Vestrymen of Saint Mark's church aforesaid, on ground rent, for the purpose - the said Church edifice to be constructed according to the Draft and Specifications hereto annexed

and forming parts hereof.

John Hotman, further agrees to keep harmless, the Rector, church wardens and vestrymen of Saint Mark's church and the said building and lot from all liens, or demands for materials or work furnished for, or done upon the said building, or incurred or occasioned by reason of any thing which is hereby agreed to be done, or from any neglect of his or act of himself or of those employed in the execution of this agreement; and that neither he nor they will in the course thereof break any law, regulation or ordinance.

And John Hotman, further agrees not to assign or transfer this Contract or any interest therein, except with the consent of the above named Corporation.

In Consideration of the premises, and in full satisfaction thereof, the Rector, Church wardens and Vestrymen of Saint Mark's Church, Philadelphia, agree to pay John Hotman the sum of ($30,000) thirty thousand dollars, as follows.— On the first day of the months of June, September and December 1848 ($2800) twenty Eight hundred dollars, respectively: and on the first day of March, June September and December 1849 ($2800) twenty Eight hundred dollars, respectively: and on the first day of March 1850 ($1200) twelve hundred dollars— All these various sums amounting to ($20,800) twenty thousand, Eight hundred dollars.— Further, ($1600) sixteen hundred dollars are to be paid in the scrip of the Corporation of

Saint Mark's Church aforesaid, which Scrips bearing an interest of 6 o/o per annum (and when funded payable from the sales of the pews after the completion of the Church) shall have a preference over all advances made by members of the Vestry. And lastly ($7600) seven thousand six hundred dollars, at or within six months after the full Completion of the Church edifice, as is herein before expressed, and according to the drawings and specifications hereto annexed.

But it is hereby expressly agreed and understood that each and Every payment of the above named specific sums shall be made only if the building has progressed in a proper proportion, with each payment after the lapse of Every three months, from its Commencement to its completion, and that previous to the last payment the said John Rutmans shall satisfy the above named, Rector Church Wardens and Vestrymen, of Saint Mark's Church, that there are no liens or Claims of any sort, for work done or materials furnished, against the said Church Edifice or the Corporation of Saint Mark's Church.

And that a release of all such liens or Claims duly signed and sealed by the parties who may have been concerned in the erection of the said Church edifice shall be presented by the said John Rutmans, to the

Rector, Church Wardens and Vestrymen of Saint Mark's Church.

It is further agreed and understood that the said Rector, Church Wardens &c. may add to the plans and specifications annexed hereto, paying for any such additions at the rate of the Contract price according to the said plans and specifications. And likewise in the same manner it is agreed and under= =stood that they the said Rector, Church Wardens &c of Saint Mark's Church may alter the said plans and specifications, paying for such Alterations, if they increase the expense of the said Constructions at the rate of the Contract price of the plans and specifications: but if they diminish the Expense or furnish materials or work (which will answer) then the said Corporations shall be entitled to a Credit on the Considerations herein before expressed to the extent of such diminution of work or materials at the same rate of such work or materials as the Contractor is paying for them.

And it is further agreed and understood between the said parties of the first part and the said party of the second part, that if any dispute or difference of opinions should arise concerning

the execution of this Contract, as is hereinbefore agreed, then each of the said parties (that is the Rector, Church Wardens and Vestrymen of Saint Mark's Church, and John Hotman) shall appoint one Arbitrator whose duty it shall be to decide upon the matters in dispute or of difference between the said parties. And if the said Arbitrators cannot agree then they shall appoint a third person to be umpire and whose decision the said Contracting parties hereby bind themselves to submit to without any appeal

And it is further agreed, that if after the completion with the tower thereof to its first floor above the walk of the Aisle of the Church (as is herein before expressed, according to the plans and specifications hereto annexed) the said Corporation are able and willing to have the tower and spire thereof finished, then the said John Hotman for the Consideration of the sum of to be paid to him by the said Corporation of St. Mark's Church, shall proceed with and erect and finish the said tower and spire in accordance with the annexed drawings and specifications.

And it is understood that all rights and liabilities herein given to or imposed upon John Notman shall Extend to his heirs and Executors and Administrators and that all rights and liabilities herein given to or imposed upon the Rector, Church Wardens and Vestrymen of Saint Mark's Church shall extend to their Successors and assigns.

In witness of this agreement and in acknowledgment thereof, the said John Notman, hath hereunto affixed his hand and seal, and the said Corporation their Corporate Seal, in presence of the subscribing witnesses, the day and year before mentioned. The erasures & alterations here noticed having been first made.

R. Saurin
Actg Warden of
St Mark's Church

Witness to signing
Geo: Helmuth

John Notman

And now on this ninth day of Sept. A.D. it is further stipulated between the Rector, Church Wardens and Vestrymen of Saint Marks Church, Philadelphia and John Notman, parties of the first and second parts to the foregoing contract; that (for the better understanding of that clause of the Contract, found on the page and relating to any alterations or additions to the

place and specifications hereto annexed"), whenever any alteration or addition, for which an increase or deduction of money may be claimed by either party shall be made, such alteration or addition shall be made the subject of a written agreement, executed by the afore mentioned parties - and no claim for any alteration or addition shall be allowed unless it be so reduced to writing and properly executed. -

And whereas it was agreed between the Rector, Church wardens and Vestrymen of Saint Marks Church Philadelphia and John Notman that the church edifice should be finished by the said John Notman so far as contracted for between the said parties on or before the twentieth day of April Eighteen hundred & Fifty, and in consideration thereof, the said corporation of Saint Marks church covenanted to pay to the said John Notman certain sums of money at fixed periods according to the work done (vide pages 1, 2 & 3 of the contract to of which payments i.e. those due on the first of June and September last past have been already paid and proper receipts for the same given by the said John Notman; Now it is agreed between the said, the Rector, Church Wardens and Vestrymen of St Marks Church Philadelphia and John Notman that the said John Notman shall complete the church edifice according to the contract plan and specifications (vide the same, annexed) on, or before the first day of the Month of September Eighteen hundred and forty nine. And in view thereof - the periods of the payment of the several instalments to be made by the said corporation of Saint Marks church to the said John Notman for work done shall be as follows: the next payment due as by the contract on the first day of December Eighteen hundred and forty eight shall be made on the first day of November Eighteen hundred and forty-eight Those due on the first day of the months of March, June, September and December Eighteen hundred and Forty nine and March Eighteen hundred and Fifty shall be made on the first day of the months of January, March, May, July, and September Eighteen hundred and Forty nine. and it is expressly understood by the said, the Rector, Church Wardens and Vestrymen of Saint Marks church Philadelphia and the said John Notman that the alteration made in this clause of the contract shall in no wise effect or vitiate any other part thereof but that the unaltered parts shall remain in as full force and effect as if no change had been made in the contract

Witness to signing

Geo: Helmuth

S. Caswell a-f-t Wardens St. Marks Church

John Notman